

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

Cleared
CSG
Dist 6/24/2020 SG

AGREEMENT NUMBER

M53123-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Employment Development Department/EDD

CONTRACTOR NAME

Taylor Communications, Inc.

2. The term of this Agreement is:

START DATE

April 21 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$4,005,200.00 (Four Million Five Thousand Two Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Taylor Communications, Inc.

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Jun 2, 2020

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

M53123-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

Chief, Office of Procurement, Contracting, & Admin

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

6/5/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

EXEMPTION (If Applicable)

SCM V1(3.10)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD and Taylor Communications, Inc., hereinafter referred to as Contractor for the purpose of providing services, with respect to the folding, collating, insertion, sealing, metering, and palletizing of EDD documents.

1. Term of Agreement:

The term of this Agreement is April 21, 2020 through June 30, 2021.

2. Service Location:

The services shall be performed at:

Taylor Communications, Inc.
[REDACTED]

3. Project Representatives:

The project representatives during the term of this agreement will be:

<u>Employment Development Department</u>	<u>Taylor Communications, Inc.</u>
Office of Documents, Publications, and Distribution	West Sacramento SCS
Attention: [REDACTED]	Attention: [REDACTED]
Telephone: [REDACTED]	Telephone: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

Direct all inquiries to:

<u>Employment Development Department</u>	<u>Taylor Communications, Inc.</u>
Office of Documents, Publications, and Distribution	West Sacramento SCS
[REDACTED]	[REDACTED]
Telephone: [REDACTED]	Telephone: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

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Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

4. Services to be Performed:

A. Mailing:

1. The EDD will deliver mail pieces to the Contractor no later than 10:00 am Monday through Friday, with week-ends available as needed upon mutual agreement.
2. The Contractor agrees to make every effort to process EDD mail jobs within a 24 hour Service Level Agreement (SLA). Any mail pieces not completed within the SLA will be mailed no later than the following business day. The table below outlines the vendors 24 hour expected output based on the number of sheets per mail piece.

Number of Mail pieces	Sheets Per Mail piece
200,000	1 to 2
134,000	3
100,000	4

The volume of mail pieces the Contractor will process in a 24-hour period will vary depending on the number of sheets of paper contained in each mail piece, with a total up to 400,000 sheets per day.

3. The Contractor will fold, collate, insert, seal, and meter the mail pieces in accordance with USPS requirements, the requirements of EDD's presort contractor, and the instructions listed on the EDD work order provided with the job.
4. The Contractor mail finishing shall be accomplished in accordance with all applicable USPS regulations and requirements and organized in such a way as to maximize the usability for the presort contractor.
5. EDD mail jobs will be divided into segments. The total number of mail pieces contained in each segment will vary, but a typical amount will be 2,000 pieces per segment. EDD will provide a Segment Sheet with each job which will contain a list of all the segments and the exact amount of mail pieces contained in each segment. The Contractor will be responsible for reconciling the number of mail pieces processed with the number of mail pieces listed on the Segment Sheet for each segment.

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Segment specifics requirements:

- a. In the event that a discrepancy occurs between the number of mail pieces processed in a segment and the number of pieces listed on the Segment Sheet, the Contractor will make an attempt to identify and correct the source of the discrepancy.
 - b. If the Contractor is not able to reconcile a segment, the segment in question will be isolated and made available immediately for EDD to pick up. The Contractor will notify the EDD representative immediately between the hours of 7:00 am – 4:00 pm (Monday through Friday).
 - c. Segments returned to EDD will be invoiced with the rest of the job.
 - d. If EDD determines that the segment needs to be reprinted, spoiled postage will be returned to the contractor to recoup the spoiled postage costs, which the contractor will credit back to EDD.
6. The Contractor will prepare and make available for pickup by the EDD all documents damaged during the production mail finishing process no later than one hour before the presort contractor pickup time.
 7. All completed segments will be ready for pickup by the EDD's presort vendor no later than 8:00 am on the first business day following the delivery of the mail pieces to the vendor. Any additional segments completed after 8:00 am will be ready for pickup by the EDD's presort vendor no later than 5:00 pm on that same day.
 8. The Contractor must generate a report to be available for an EDD representative to inspect and validate at least one hour prior to any scheduled presort vendor pick up time, which confirms that all completed segments have been accounted and reconciled with the EDD work order.
 9. The Contractor will spot check the completed pieces during the insertion process to ensure they match the job specification. If any issues arise, the run will be stopped and the problem corrected.
 10. The Contractor will notify the EDD immediately of any production delays that may result in the contractor not being able to meet the required turnaround time.

B. Materials and Supplies:

1. The EDD will provide materials necessary to mail EDD documents. This includes outside and return envelopes, and inserts as needed.
2. The Contractor acknowledges that EDD shall not pay for any special fees, materials, supplies, consumables, including but not limited to fuel &

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(Standard Agreement)

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lubricants, and repairs, including labor, parts and materials used in connection with the services provided unless otherwise specified herein.

C. Postage and Metering:

1. Mail shall be metered using commercial postage meters maintained by the contractor. All postage metering shall be accomplished using electronically monitored digital meters connected to a computerized accounting system.
2. Postage accounting reports will be provided to the EDD as requested and within 48 hours of any request.
3. The EDD shall be responsible for payment of all postage costs in advance. Estimated weekly postage for the subsequent week's mailing will be paid on an as-needed basis. Postage will be paid directly to the Contractor's account via wire transfer. Payments will be made no more frequently than weekly, and no less than once a month. EDD will provide funds to be held in deposit by the Contractor to use for reimbursement of postage in the event that a postage invoice is not paid on time. Upon expiration of the contract the deposited funds will be returned to EDD.
4. Postage will be adjusted as necessary to reflect USPS postage rate increases during the period of the Agreement.

D. Notifications, Reports, and Confirmations:

1. The Contractor will provide same-day notification to the EDD representative of any mishaps or production delays that will affect the timely processing and delivery of EDD mail pieces to the USPS.
2. The Contractor will ensure all documents have been folded, collated, inserted, sealed, and metered. In the event the contractor determines some documents cannot be correctly mail finished or processed to meet USPS requirements for mailing, the contractor will notify the EDD representative.
3. The Contractor will include with each invoice, an itemized list of all jobs being billed. The itemized list will contain the total number of mail pieces, and will list any additional sheets or inserted materials included on each job.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The total amount of the Agreement shall not exceed \$4,005,200.00 (Four Million Five Thousand Two Hundred Dollars and Zero Cents). The invoice must reference the following:
 - The EDD Contract Number M53123-7100
 - Identifies in detail the goods acquired, quantities, unit price, extension, description, etc.
 - Sales tax and/or use tax as a separate line item from goods
 - Identifies services (non-IT) provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
 - Accurate billing address as stated on the purchase order or contract
 - Supplier invoice date
 - Company name and remittance address

In consideration of the services performed, the Contractor will generate a billing statement on a monthly basis, in arrears. Invoices shall be submitted in triplicate and forwarded to the address shown below:

Employment Development Department



B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

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The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

D. Disputes

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

ATTACHMENT B-1
(Standard Agreement)

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BUDGET DETAIL SHEET

Vendor Pricing

Fold, insert, seal, meter, palletize for pick up

First sheet into envelope	\$	0.0481	each
Insert additional sheet into envelope	\$	0.0075	each
Insert additional component into envelope	\$	0.0045	each

Assumptions:

Based jobs with 2 sheets, 1 insert and 1 return envelope.

Contract duration: 4/21/20-6/30/21 (SFY 19/20: 11 weeks; SFY 20/21: 52 weeks)

Estimated cost per mail piece:	\$	0.0646	each
Estimated cost for SFY 19/20	\$	646,000.00	
Estimated cost for SFY 20/21	\$	3,359,200.00	

TOTAL CONTRACT	\$	4,005,200.0000	
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EXHIBIT D
(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The Contractor must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement the Contractor will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - [California Unemployment Insurance Code §1094](#) (Disclosure Prohibitions)
 - [Title 20, Code of Federal Regulations §603.9 and §603.10](#) (Federal Unemployment Compensation Safeguards and Security Requirements)
 - [California Civil Code §1798, et seq.](#) (Information Practices Act)
 - [California Penal Code §502](#) (Computer Fraud Act)
 - [Title 5, U.S. Code §552a](#) (Federal Privacy Act Disclosure Restrictions)
 - [Title 42, U.S. Code §503](#) (Social Security Act)
 - [Title 18, U.S. Code §1905](#) (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized

personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

- g. Notify the EDD Information Security Office (ISO) at (916) 654-6231, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and the caller shall speak directly with a person in the EDD ISO. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identifying responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to [REDACTED]

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the Contractor under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
- Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment D1):
- d. Return the following completed documents to the EDD Contract Services Group:
- The EDD Indemnity Agreement (Attachment D2): Required to be completed by the Contractor, Chief Financial Officer, or authorized Management Representative, unless Contractor is a State Agency.
 - The EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
- e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [Social Security Act §1137\(a\)\(5\)\(B\)](#).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Contractor shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.

- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the Contractor, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

_____, an employee of _____
Taylor Communications, Inc.

PRINT YOUR NAME

PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

INITIAL _____ acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL _____ acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

INITIAL _____ acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

INITIAL _____ acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL _____ acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL _____ acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL _____ agree to protect the following types of the EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

INITIAL _____ hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

Print Full Name (last, first, MI)

Taylor Communications

Print Name of Requesting Agency

Signature

Jun 5, 2020

Date Signed

Check the appropriate box:

- | | |
|----------------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> Employee | <input type="checkbox"/> Student |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Other | |

Explain

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

In consideration of access to the EDD information which is personal, sensitive, or confidential,

Taylor Communications, Inc.

(Enter Requesting Agency/Entity Name)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

Taylor Communications, Inc.

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (California Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

[Redacted Signature]

Print Full Name

[Redacted Signature]

Signature

President

Print Title

Jun 5, 2020

Date Signed

Taylor Communications, Inc

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

**EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY**

INFORMATION SECURITY CERTIFICATION

I, [REDACTED], hereby certify that Taylor Communications, Inc. has in place the safeguards and security requirements stated in this contract. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Contract No. M53123-7100.

[REDACTED]
INFORMATION SECURITY OFFICER SIGNATURE

PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE

[REDACTED]
PRINT NAME OF INFORMATION SECURITY OFFICER

PRINT NAME

Information Security Officer

PRINT TITLE

PRINT TITLE

[REDACTED]
TELEPHONE NUMBER

TELEPHONE NUMBER

[REDACTED]
E-MAIL ADDRESS

E-MAIL ADDRESS

[REDACTED]
DATE SIGNED

DATE SIGNED

NOTE: Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME

DATE RECEIVED

2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR

DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to Inspectron, Inc.

EXHIBIT E
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war (e.g., riots and strikes) and acts of God (e.g., such as earthquakes, floods, pandemics, and other natural disasters) such that performance is commercially impractical or impossible.

B. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C. Workforce Innovation and Opportunity Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Parts 37 and 38.

D. Termination Clause

This Agreement may be terminated by either party by notifying the other party in writing 30 days prior to the effective date of termination.

Contractor shall have at least twenty (20) days after written notice from EDD to cure any failure to perform under this Agreement and, if cured during such period, such termination for cause shall not have force or effect.

E. Orders; Payment

Orders may be placed by EDD with Contractor at any time during the term of the Agreement and in any manner accepted by Company and are binding when accepted by Company in writing ("Order"). EDD will pay Contractor for all amounts invoiced pursuant to the Order within forty-five (45) days following the date that the invoice is received at the Department

F. Indemnification

Notwithstanding anything to the contrary in this Agreement, Contractor's obligation to indemnify, defend and save harmless the State and/or EDD shall be limited to third party claims and losses in connection with Contractor's negligent or wrongful acts. Unless prohibited by applicable law, EDD shall indemnify, defend and save harmless Contractor from third party claims and losses in connection with Contractor's negligent or wrongful acts.

G. Remedies

In no event will Contractor be liable to EDD or any other person for any consequential, punitive, indirect or exemplary damages. In no event will Contractor's liability with respect to any order exceed the purchase price specified in the Order. In the event of any failure by Contractor to perform the material terms of an Order, Contractor's exclusive obligation shall be either (a) the repair or replacement of non-conforming goods or services or (b) the refund of any payments made by EDD for any non-conforming goods or services.

H. Warranties

Unless otherwise specified in this Agreement or an Order, Company disclaims all warranties, express or implied, including the warranties of merchantability, fitness for particular purpose, use and non-infringement, all of which are expressly disclaimed.